

APPEAL NO. 031016
FILED JUNE 16, 2003

This appeal arises pursuant to the Texas Workers' Compensation Act, TEX. LAB. CODE ANN. § 401.001 *et seq.* (1989 Act). A contested case hearing was held on March 13, 2003. The hearing officer determined that the _____, compensable injury of the appellant (claimant) does not extend to include a right foot fracture and that no good cause exists to relieve claimant of the effects of the benefit review conference (BRC) agreement dated July 18, 2001. Claimant appealed these determinations on sufficiency grounds. Respondent (carrier) responds that the Appeals Panel should affirm the decision and order.

DECISION

We affirm as reformed.

We have reviewed the complained-of determination regarding extent of injury and conclude that the issue involved a fact question for the hearing officer. The hearing officer reviewed the record and decided what facts were established. We conclude that the hearing officer's determination is supported by the record and is not so against the great weight and preponderance of the evidence as to be clearly wrong or manifestly unjust. Cain v. Bain, 709 S.W.2d 175, 176 (Tex. 1986).

We also conclude that the hearing officer did not err in determining that no good cause exists to relieve claimant of the effects the July 18, 2001, benefit dispute agreement (TWCC-24). Claimant was not represented by an attorney at the BRC. The Appeals Panel applies an abuse-of-discretion standard in reviewing a hearing officer's determination that good cause was not shown by a party to be relieved of a BRC agreement. Texas Workers' Compensation Commission Appeal No. 94244, decided April 15, 1994. We have reviewed claimant's testimony about whether she read, understood, and signed the BRC agreement and her unhappiness with the agreement. The hearing officer could have determined that claimant had before her the information necessary to make an informed choice about whether to sign the agreement or proceed to a hearing. We cannot say that the hearing officer abused her discretion in determining that claimant failed to show good cause for relief from the effects of the BRC agreement. We perceive no error.

The hearing officer determined in finding of fact No. 2 that, "The injury claimant sustained on (incorrect date of injury), when she fell while working for employer does not extend to include a right foot fracture." To correct a typographical error regarding the date of injury, we reform this finding to state, "The injury claimant sustained on _____, when she fell while working for employer does not extend to include a right foot fracture." We also reform Conclusion of Law No. 3 to reflect a date of injury of _____.

As reformed, we affirm the hearing officer's decision and order.

According to information provided by carrier, the true corporate name of the insurance carrier is **TRAVELERS INDEMNITY COMPANY** and the name and address of its registered agent for service of process is

**CT CORPORATION SYSTEM
350 NORTH ST. PAUL, SUITE 2900
DALLAS, TEXAS 75201.**

Judy L. S. Barnes
Appeals Judge

CONCUR:

Gary L. Kilgore
Appeals Judge

Robert W. Potts
Appeals Judge